



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN CITY OF CHULA VISTA**  
**AND**  
**CHULA VISTA**  
**EMPLOYEES ASSOCIATION**

**JULY 1, 2005 - JUNE 30, 2010**

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MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND THE  
CHULA VISTA EMPLOYEES ASSOCIATION FOR FISCAL YEARS July 1, 2005 – June 30,  
2010.

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## **SECTION I            ADMINISTRATION**

### **ARTICLE 1.01        PREAMBLE**

This Memorandum of Understanding (MOU) is entered into by the City of Chula Vista (City) and the Chula Vista Employees Association (CVEA) as a result of meeting and conferring in good faith concerning the wages, hours and other terms and conditions of employment, pursuant to the Employer-Employee Relations Policy of the City of Chula Vista and the California Government Code Section 3500 et. seq., known as the Meyers-Milias-Brown Act.

### **ARTICLE 1.02        RECOGNITION**

The City recognizes CVEA as the exclusive representative for employees in Classifications listed in Appendix A.

### **ARTICLE 1.03        CITY RIGHTS**

The CVEA agrees that the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining.

The exclusive rights of the City shall include, but not be limited to:

- A. Establish, plan for, and direct the work force toward the organizational goals of the City government.
- B. Determine the organization, and the merits, necessity, and level of activity or service provided to the public.
- C. Determine the City budget.
- D. Establish, regulate, and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, layoff, retention, and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.
- E. Discipline or discharge employees for proper cause.
- F. Determine the methods, means, numbers, and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.

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- G. Subcontract out various services currently performed by City work force when such actions will result in cost savings to the City.
  - H. Effect a reduction in authorized positions.
  - I. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.
  - J. Continue to exercise efficient and productive management practices consistent with federal and state laws and in compliance with the City Charter and City ordinances.

Terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the CVEA expressly waives the right to meet and confer with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties in a written amendment. This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in the MOU. The parties agree that during the negotiations that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU.

The City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this MOU.

#### **ARTICLE 1.04      CVEA RIGHTS**

- I. Authorized representatives of the CVEA shall be allowed reasonable access to unit employees during working hours for the purpose of consulting regarding the employer-employee relationship, provided that the work operation and service to the public are not impaired and the authorized representatives shall have given advance notice to, and been granted authorization by, the Appointing Authority or his or her designee when contacting unit employees during the duty period of the employees. The Appointing Authority or his or her designee shall determine the appropriate time for such access.
  - A. CVEA may designate up to eight (8) representatives (in addition to the President and Vice-President) who will be allowed reasonable access to unit employees.
- II. The CVEA may be granted use of City facilities by the appropriate Appointing Authority for meetings composed of unit employees, provided such meetings are held outside regularly

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scheduled working hours for the group which is meeting, and provided space can be made available without interfering with the City needs.

- III. A reasonable amount of space shall be provided to CVEA on City bulletin boards for legitimate CVEA communications with members. The CVEA shall be responsible to maintain space provided in an orderly condition and shall promptly remove outdated materials. Copies of such communications shall be furnished to the Director of Human Resources for review.
- IV. The City shall bill CVEA \$0.10 per member per pay period for the full costs incurred for dues deduction on behalf of CVEA.
- V. CVEA shall be provided, upon request, such literature and public documents as may be necessary (i.e., City budget, Civil Service Commission meetings, open Council conferences, etc) when the requested documents are not available on the City's intranet.

#### **ARTICLE 1.05      LABOR-MANAGEMENT COOPERATION**

The parties agree that during the term of this MOU, they will continue to support the Pride At Work Program. In addition they will continue to participate in efforts to contain health care costs. The City and CVEA agree that they will continue to have open discussions on matters of concern to the parties during the term of this MOU.

#### **ARTICLE 1.06      TERM AND EFFECT OF THIS MEMORANDUM OF UNDERSTANDING**

- I. This MOU shall remain in full force and effect from July 1, 2005 through June 30, 2010 (the date closest to July 1 that is the end of a pay period) and it is understood and agreed that the terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the CVEA and adopted by the City Council.

If either party proposes to modify or terminate any of the terms or conditions set forth in this MOU for inclusion in a subsequent MOU, they must notify the other party in writing not later than March 1, 2010. CVEA will endeavor to submit written proposals to the City by March 30, 2010. City agrees that if written proposals are received from CVEA by March 30, 2010, City will be prepared to commence negotiations on those proposals by April 15, 2010.

- II. The provisions of this MOU shall be subject to federal, state, and local law.
- III. If at any time during the term of this MOU, through causes beyond the control of the City, the City does not have a sufficient amount of anticipated budgeted revenues or is required to

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make substantial unanticipated expenditures, then, in such event, the City may, with mutual agreement of the CVEA, re-negotiate this MOU and meet and confer on wages, hours and other terms and conditions of employment. This section, however, in no way affects the existing right of the City to lay-off employees.

#### **ARTICLE 1.07      MOU REVISIONS**

The City and CVEA agree that during the term of the MOU they will continue to meet and confer on changes to the format and language of the MOU if necessary. The purpose of the proposed changes is to reconcile the MOU with the Civil Service Rules, the Employer/Employee Relations Policy, and other City policies and procedures, and to insure the language of the MOU accurately reflects City practice.

Any proposed changes to the MOU that involve monetary issues will be deferred to meet and confer in 2010, except those issues specifically reserved for discussion during the 2008 reopener period. Additionally, this language will not prohibit the CVEA from requesting the City meet and confer on monetary issues where manifest inequities have arisen.

#### **ARTICLE 1.08      REOPENER**

This MOU shall be in full force and effect from July 1, 2005 through June 30, 2010. CVEA and the City agree that during the third year of the MOU a reopener on issues involving base wages, health care benefits, and the Retirement Health Savings Plan will be initiated. No other issues will be considered during the reopener period. The City agrees that before discussions begin on the reopener issues it will research additional funding mechanisms for the RHSP. Additionally, the City agrees it will conduct salary and benefit surveys and provide the surveys to CVEA during the meet and confer period.

#### **ARTICLE 1.09      RETENTION OF BENEFITS**

The represented employees covered by this MOU shall retain all benefits provided in this MOU for the full term of this MOU and for any such additional period of time as provided in Section 1.06. Benefits, rights, or privileges not specifically covered by this MOU, but subject to the Meyers-Miliias-Brown Act, may be acted upon by the City without mutual consent after meeting and conferring with CVEA.

#### **ARTICLE 1.10      SAVINGS CLAUSE**

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If any article or section of this MOU is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any article or section is restrained by such court, the remainder of this MOU shall not be affected by such action. The parties shall if possible meet and confer or meet and consult as the case may be for the purpose of arriving at a mutually satisfactory replacement for any article or section invalidated by operation of law.



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## **SECTION II COMPENSATION**

### **SUBSECTION A. WAGES**

#### **ARTICLE 2.01 WAGES**

- I. Salary Increases - Base wages (i.e. the salaries for Steps A-E) shall increase as follows at the beginning of the pay period which includes January 1st. The City shall continue to pay 8% toward the employee's portion of the PERS contribution for classifications represented by CVEA.

|                    |    |
|--------------------|----|
| 1. January 1, 2006 | 3% |
| 2. January 1, 2007 | 3% |
| 3. January 1, 2008 | 4% |
| 4. January 1, 2009 | 4% |
| 5. January 1, 2010 | 4% |

- II. Merit (Step) Increases will be made according to the formula set forth in the Civil Service rules currently in effect.

The classifications shall be subject to a five (5) step salary range. The normal hire rate shall be Step "A" provided, however, that an exceptionally well-qualified candidate may be hired beyond Step "A" within the established range based upon the recommendation of the Appointing Authority and the Director of Human Resources and approval by the City Manager.

- III. Effective Dates - All other payroll and wage changes, such as regular merit increases, shall be made effective at the beginning of the regular biweekly payroll period closest to the employee's actual anniversary date as a benefited employee in his or her current position.
- IV. Rate of Pay Following Promotion - When a represented employee is promoted, the new rate of pay will be the lowest step in the new salary range which will result in the employee receiving at least 5% more than the actual base rate in the old classification.

#### **ARTICLE 2.02 OVERTIME**

- I. Definition - Whenever an employee is ordered to work more than 40 hours in a work week he or she shall be granted overtime pay at the rate of 1 ½ times his or her Fair Labor Standards Act (FLSA) "Regular Rate", compensatory time off at 1 ½ times the extra hours worked, or upon employee request and with the approval of his or her supervisor and Appointing Authority, the employee may take off the number of overtime hours worked on a straight-time basis within the same work week. Overtime work shall be permitted only at the

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direction and advance approval of the employee's immediate supervisor. Payment for overtime shall be made during the pay period in which the overtime was earned.

"Time Worked" - Includes all paid hours including sick leave, leaves during which Workers' Compensation is paid, vacation time, holidays or any other time away from the job that is paid.

- II. Administration of Overtime - All time worked in addition to the work week with the exception of insignificant amounts of "hours worked" will be counted toward the 40 hour work week. Insignificant amounts of hours worked is defined as any time worked outside the regular schedule that is less than 15 minutes in a day, unless the definition is changed in the Federal Regulations or by court action.
- III. Meal Break - When employees are required to work over four hours overtime, they shall be granted a 1/2 hour unpaid meal break.
- IV. When employees are assigned to work scheduled overtime, that is not directly tied to their beginning or ending work hours, there will be a minimum of two (2) hours paid overtime, at 1 ½ times their regular rate of base pay.

## **ARTICLE 2.03      COMPENSATORY OVERTIME**

A record of compensatory overtime earned and used shall be maintained on the biweekly pay records. Compensatory overtime shall not be accrued to an employee's credit for any time in excess of 65 hours. The decision to reimburse for overtime hours worked with compensatory time off in lieu of pay will be at the discretion of the supervisor and the Appointing Authority based on the employee's request while recognizing the overall departmental staffing requirements.

## **ARTICLE 2.04      CALLBACK PAY**

An employee called at home during non-working hours who performs work on behalf of the City will receive a \$25 stipend. If the employee cannot complete the task from home and is required to return to work Callback provisions of the MOU apply. The \$25 stipend will be paid in addition to any compensation earned pursuant to the Callback provisions.

CVEA and the City will meet and confer to create guidelines for implementation of this stipend article. Until guidelines are agreed upon and implemented, requests for stipend payment will be considered on a case by case basis.

Whenever employees are called back to work after they have left their work site and are required to return to work before the scheduled start of the next shift, they will receive \$50.00 in addition to a

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minimum of two (2) hours of overtime pay.

Any combination of hours worked on the callback and hours of leave requested that exceed eight (8) will be paid at the overtime rate. The callback bonus and two (2) hour overtime minimum will only apply when the employee has not been notified of the date and time of the callback prior to leaving the work site. Any temporary changes to an employee's regular work schedule shall not be used to avoid callback.

## **ARTICLE 2.05      SAFETY MANDATED REST PERIODS**

The City and CVEA, through labor and management cooperation, agree to work on language specific to this Article (Article 2.05) Safety Mandated Rest Periods and a side letter will be attached when language has been agreed upon.

## **ARTICLE 2.06      STANDBY PAY**

- I. Definition - Standby duty is defined as that period of time assigned by the Appointing Authority in addition to the employee's normal work week during which time the employee must be available by City provided cell phone or pager. Hours spent on standby will not be considered hours worked. Employees assigned to standby duty are subject to the provisions of Section 2.02 overtime.
- II. Standby pay - Employees on standby shall be compensated at the rate of \$200.00 in additional pay for each full work week during which they are assigned to standby duty. Such employees are bound by the City's Substance Abuse Policy while on standby duty.

## **ARTICLE 2.07      OUT-OF-CLASS ASSIGNMENT**

- I. When an employee is assigned to perform the duties of a higher paid classification for a period of five (5) consecutive work days or 40 consecutive working hours, the employee shall be compensated with a minimum of 5 % above the employee's current salary rate up to a maximum of 20% effective the first day of the out-of-class assignment. Increases greater than 5% must be approved by the Director of Human Resources. Requests for out-of-class compensation shall be submitted by the Appointing Authority on a "Payroll Change Notice" form as percentage amounts only.
- II. The duration of out-of-class assignments shall not exceed twelve months.

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**ARTICLE 2.08      SPECIAL PROJECT PAY**

CVEA represented employees may be eligible to receive a maximum of 15% above their base pay when assigned by the City Manager to a “Special Project”.

**ARTICLE 2.09      FIELD TRAINING OFFICER PAY**

CVEA public safety employees who are designated by the Appointing Authority as Field Training Officers will be paid an additional \$2.00 per hour when they are actually engaged as FTOs.

**ARTICLE 2.10      BILINGUAL PAY**

Those employees who, upon the recommendation of the Appointing Authority and approval of the Director of Human Resources, are regularly required to use their bilingual skills in the performance of their duties will receive \$100 per month in addition to their regular pay. Upon appropriate approval, employees requesting bilingual pay must successfully complete a Bilingual Performance Examination. Employees who wish to continue receiving bilingual pay must successfully complete a Bilingual Performance Examination once every three (3) years.

**ARTICLE 2.11      SHIFT DIFFERENTIALS**

- I. In addition to their regular salary, CVEA represented employees shall receive extra compensation of \$75.00 per biweekly pay period (one time per pay period) under the conditions listed below. Under no circumstances shall an employee receive compensation for more than one of these conditions during any one pay period:
  - A. When scheduled to work a majority of their shift after 5 p.m. or before 8 a.m. for a majority of a work week. (7 a.m. – 3:30 p.m. in Public Works)
  - B. When regularly scheduled daily work shifts are regularly split by two or more consecutive hours for a majority of a work week..
  - C. When regularly scheduled shifts result in split shifts which do not allow for two consecutive days off.
- II. A night shift differential shall not be paid for standby duty.

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## **ARTICLE 2.12      MILEAGE REIMBURSEMENT**

Employees shall be subject to the City's Mileage Reimbursement Program when required to use their personal vehicle for authorized City business. The reimbursement rate will be equal to the current maximum IRS rate.

## **ARTICLE 2.13      SAFETY EQUIPMENT**

Safety equipment and training, including appropriate, approved, self-defense training such as "pepper spray use" will be provided to employees as recommended by their Appointing Authority, and with the approval of the Risk Manager.

## **ARTICLE 2.14      PROTECTIVE CLOTHING**

Employees are eligible to be reimbursed up to \$150 per pair, as needed and when approved by the Appointing Authority, for the purchase of safety shoes when it has been determined by their Appointing Authority or the Risk Manager, that because of their duties, the wearing of safety shoes is required and up to \$200 per pair, as needed, when approved by the Appointing Authority for the purchase of specialty logger boots.

## **ARTICLE 2.15      TOOL ALLOWANCE**

Employees in classifications required to purchase and/or replace approved tools used in a work capacity are eligible to receive \$500 per fiscal year. Mechanic Assistants who purchase and/or replace tools used in a work capacity will receive \$250 per fiscal year.

## **ARTICLE 2.16      UNIFORMS**

- I. The classifications listed in **Appendix B** will wear uniforms supplied and maintained by the City. Five uniform changes will be made available to each employee each week. Employees will be held responsible for the loss or misplacement of said uniforms. In the event of uniform loss, the employee will be required to reimburse the City for the uniform's replacement unless employee can show non-negligence on employee's part.
- II. The City will reimburse employees in the classifications listed in **Appendix C** for uniforms and will provide a uniform cleaning allowance of \$175 per fiscal year when authorized by their Appointing Authority. The allowance will be paid during the month of June to employees who have spent more than 50% of their working hours in uniform during the fiscal year.

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- III. The City will provide uniform shorts to employees in classifications listed in **Appendix B** and will reimburse employees in classifications listed in **Appendix C** for the purchase of uniform shorts when approved by the Appointing Authority and the Risk Manager,

#### **ARTICLE 2.17 PROFESSIONAL ENRICHMENT**

Employees represented by CVEA are eligible to participate in the City's Professional Enrichment Program. The annual Professional Enrichment Fund allotment for CVEA employees is \$71,950. An employee is eligible to receive up to \$1,000 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132, or any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

CVEA and City may by mutual agreement use up to one-half of these funds for agreed upon classroom training, organization development, or team building.

#### **ARTICLE 2.18 CERTIFICATION PAY**

The City will provide \$25 per pay period to employees who possess one, two, or three job related certificates that meet the criteria of the Certification Pay Policy; \$50 per pay period for four (4) or more certificates.

The request for certification pay must be approved by the Appointing Authority and the Director of Human Resources. Certification pay expires at the end of the pay period that includes the expiration date of the certificate. Employees are responsible for resubmitting requests for certification pay once they have renewed their certificate.

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## **SECTION II            COMPENSATION**

### **SUBSECTION B        BENEFITS**

#### **ARTICLE 2.19        EMPLOYEE BENEFITS**

Employees are eligible for benefits if employed:

- A.        directly by the City of Chula Vista and
  - B.        working in a half time (40-hours) or more position in an 80-hour biweekly pay period.
- I.        Cafeteria Plan

The City will provide to each represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. The Plan Document containing the specific provisions of the Plan will be adopted by the City Council on an annual basis. The plan document will incorporate by reference the provisions of this article.

A.        Enrollment

Newly eligible employees (new hires or those changing from an ineligible to an eligible position) will be covered under the City's Cafeteria Benefits Plan effective their date of hire in that eligible position. All of the Cafeteria Benefits are effective from the employee's date of hire except the Dental Plans which are effective the first of the month following the employee's date of hire in an eligible position. Employees who fail to submit required benefit election forms within 30 days of their date of eligibility will automatically be enrolled in the Employee Only category of the lowest cost City sponsored health plan available with the remaining balance of the Cafeteria Benefits Plan allotment being placed in the taxable Cash option. Employees who fail to submit required benefit election forms during Open Enrollment will be enrolled in their same health plan with all other elections being cancelled and the balance of their flex allotment being placed in the taxable Cash option.

B.        Cafeteria Plan Allotment

CVEA represented employees shall receive a Cafeteria Plan allotment of \$8,566, effective calendar year 2006, to purchase eligible benefits. Eligible part-time benefited employees will receive an allotment in the proportion that such part-time employment bears to full-time employment.

To maintain relative buying power to purchase health benefits from the Cafeteria Plan allotment, annually, thereafter, the City will share the average cost increase of the full-family

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non-indemnity health plan premiums on a 50/50 basis with members. The City's share of the cost increase will be added to the beginning Cafeteria Plan allotment at the next available plan year (January 1). The City agrees that in the event of premium decreases there will be no decrease in the Cafeteria Plan allotment.

C. Available Cafeteria Benefits

1. Health Insurance (**Mandatory**)

From the Cafeteria Plan allotment, each represented employee must select coverage for him or herself under one of the City sponsored medical plans. Any employee married to another benefited City employee who is covered under his or her spouse's plan may waive coverage under the Cafeteria Plan. In addition to personal coverage, an employee may elect coverage for his or her qualified dependents under the same plan selected by the employee.

The employee, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan allotment.

2. Dental (**Optional**)

Represented employees will be eligible to participate in any City sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

3. Dental/Medical/Vision (D/M/V) and  
Dependent Care Reimbursement Accounts (**Optional**)

Represented employees may allocate a portion of their Cafeteria Plan allotment to either of these reimbursement account options.

4. Vision (**Optional**)

Represented employees will be eligible to participate in a City sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

5. Cash (**Optional**)

Represented employees may allocate a portion of their Cafeteria Plan allotment to a taxable cash payment. These payments will be paid to employees on a pro-rata accrual two times per benefit year.

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6. Flexible Spending Accounts (FSAs) – Health Care and Dependent Care

Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. Employees may elect to set aside a portion of their salary, on a pre-tax basis, to fund eligible health care and dependent care expenses. If the City does not meet IRS regulations, or if the IRS regulations change for any reason, this benefit may be discontinued.

The City reserves the right to contract with a Third Party Administrator for the administration of FSAs. The City will pay the start-up costs associated with third party administration. Participating employees will pay any required fees (monthly, per employee, per transaction, etc.).

D. Short-Term/Long-Term Disability

The City agrees to contribute the amount necessary to provide short-term disability and long-term disability protection for each represented employee.

Short-Term Disability- A thirty (30) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Long-Term Disability- A ninety (90) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Disability Plus- If the employee has a loss of two (2) or more activities of daily living (ADL), they will be eligible for an additional 20% of their monthly earnings subject to the policy and contract provisions.

**ARTICLE 2.20      GROUP TERM LIFE INSURANCE**

The City agrees to pay the premium for \$50,000 of group term life insurance for each represented employee. Represented employees may apply for themselves and their eligible dependents to purchase from \$50,000 to \$300,000 of supplemental group term life insurance in \$10,000 increments through the City's group insurance plan with employees paying the additional cost through payroll deductions.

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## **ARTICLE 2.21      RETIREMENT**

The City will provide to represented members retirement benefits via contract with the California Public Employees Retirement System (CalPERS).

As long as it has the clear legal authority to do so the City agrees to continue Section 414(h)(2) of the Internal Revenue Code relative to employee retirement contributions, which permits employee CalPERS contributions to be treated as deferred compensation.

The City will provide the PERS 3% @ 60 retirement plan option as provided for in the California Public Employees' Retirement System (Government Code sections 20000 through 21765). In addition to payment of the mandatory employer's contribution for represented employees' retirement benefits, the City agrees to also pay the employee's portion of the PERS contribution, which is presently fixed at 8%.

The City will provide the following CalPERS contract options:

- A.     One-Year Final Compensation
- B.     Post-Retirement Survivor Allowance
- C.     Credit for Unused Sick Leave
- D.     4<sup>th</sup> Level 1959 Survivor Benefit. The monthly member cost for this benefit will be paid by the City.
- E.     Military Service Credit as Prior Service
- F.     Cost of Living Allowance (2%)
- G.     Post-Retirement Survivor Allowance Continuance
- H.     Pre-Retirement Death Benefit for Spouse
- I.     Retired Death Benefit \$5,000
- J.     Prior Service Credit
- K.     Employer Paid Member Contribution

## **ARTICLE 2.22      DEFERRED COMPENSATION**

CVEA members shall be eligible to participate in any approved deferred compensation plan offered by the City.

## **ARTICLE 2.23      RETIREMENT HEALTH SAVINGS ACCOUNTS**

- A.     All employees will be allowed to participate, on a voluntary basis, in the City's Retirement Health Savings (RHS) plan. The RHS plan will provide employees the option of contributing vacation hours to pre-fund post-retirement medical costs. IRS

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regulations limit the uses for which RHS funds may be used after retirement. Employees are advised to carefully review the information provided by the City regarding permitted uses for RHS funds before deciding whether to participate in the plan.

- B. Employees will be permitted to make annual irrevocable elections to contribute up to two weeks, in 40-hour increments, of prospective annual leave to the RHS plan, provided the employee has a combined vacation and sick leave balance of 480-hours.
- C. Employees will be permitted to make a one-time irrevocable election to contribute all, or any portion of, their accrued vacation to the RHS plan upon separation or retirement from City service in the year proceeding their separation or retirement from City service
- D. Each part-time employee paid at a biweekly rate shall be entitled to participate in the RHS Plan. The number of hours that a part-time employee shall be allowed to contribute shall be in the proportion that the employee's part-time employment bears to full time employment.
- E. The RHS plan will be administered by a third party administrator. The City will pay the contractual start-up costs associated with third party administration of the RHS plan. Participating employees will pay participant costs. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
- F. The City will continue to research permissible IRS approved funding mechanisms for the RHS plan. Any proposed changes to the RHS plan will be subject to meet and confer during the reopener period at the end of the third year of the MOU.

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## **SECTION III            HOURS**

### **ARTICLE 3.01        WORK PERIOD**

- I.        The work period is a fixed and regular recurring period of work hours during the seven consecutive 24-hour periods beginning at 12:01 a.m. on Friday morning and ending at 12:00 midnight the following Thursday evening.
  - A.        Public Safety Dispatchers and Public Safety Officers will be on call during their paid meal break. As such, they shall remain in the designated area during the meal break.

### **ARTICLE 3.02        VACATION**

- I.        Definitions        For the purpose of this article, the definitions relating to vacations as found in the Civil Service rules shall apply.
- II.        Vacation
  - A.        Vacation Accrual - Continuous service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. This benefit will be calculated based on 26 pay periods per fiscal year. The following provisions shall apply:
    - 1. Employees will accrue 80-hours during the first through fourth years of service (cumulative to a total leave balance of 160-hours). This benefit will be accumulated at the rate of 3.07 working hours for each full biweekly pay period of service performed.
    - 2. Employees will accrue and be eligible to receive 120-hours annually (cumulative to a total leave balance of 240-hours) during the fifth through ninth year of service. The benefits will be accumulated at the rate of 4.60 working hours for each full biweekly pay period of service performed.
    - 3. Employees will accrue and be eligible to receive 160-hours annually (cumulative to a total leave balance of 320-hours) during the tenth through fourteenth years of service. This benefit will be accumulated at the rate of 6.14 working hours for each full biweekly pay period of service performed.
    - 4. Employees will accrue and be eligible to receive 200-hours annually (cumulative to a total leave balance of 400-hours) during the fifteenth and succeeding years of service. This benefit will be accumulated at the rate of 7.70 working hours for each full biweekly pay period of service performed.

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5. Maximum Vacation Accrual - At no time may an employee have more than two-years of vacation leave accumulated. No credits shall be accrued above this limit and any time in excess of the two-year limitation will be lost.
  6. Vacation accrual rate changes will become effective at the beginning of the pay period closest to the actual date which includes the employee anniversary date of benefited status.
  7. Vacation sell back – All members of represented classifications who have completed at least five (5) years of service shall have the option of selling 40-hours of said vacation back to the City one time per fiscal year. The accumulated vacation balance will be reduced accordingly.
- B. Each part time employee paid at a biweekly rate shall be entitled to vacation with pay. The number of working days of such vacation shall be computed on the basis set forth in subsection (2), (3), (4), or (5) and shall be in the proportion that such part-time employment bears to full-time employment.
  - C. Employees separated from City service, whether voluntarily or involuntarily, shall be granted all of the unused vacation to which they are entitled based upon continuous service computed on the basis set forth in subsection (2), (3), (4), or (5). Payment shall be made hour-for-hour with any portion of an hour being considered a full hour.
  - D. Vacation Use - Vacation leave balances shall be reduced for actual time not worked to the nearest quarter hour. Absences may not be charged to vacation not already accumulated.

### **ARTICLE 3.03      SICK LEAVE**

- A. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event absence is made necessary because of disability due to the injury or illness of the employee or members of their immediate family. For purposes of this article, immediate family is defined as spouse, domestic partner, child, stepchild, parent, stepparent, sibling, parent-in-law, grandparent, or any other person living as a member of the employee's immediate household.
- B. Sick Leave Accrual - Computation of sick leave: Sick leave with pay is cumulative at the rate of 3.69 working hours for each biweekly pay period of active service, 96-hours annually, beginning at the time of full-time probationary employment. This benefit is calculated on 26 pay periods per fiscal year. Permanent part-time employees shall receive sick leave pay in the proportion that such part-time employment bears to full-time employment. A person who has held a position with

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temporary or interim status and is appointed to a position with probationary status, without a break in service, may have such time credited to sick leave upon the recommendation of the Appointing Authority and the Human Resources Director and with the approval of the City Manager.

- C. Maximum Sick Leave Accumulation - Unused sick leave may be accumulated in an unlimited amount.
- D. Sick Leave Use - Sick leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence for illness may not be charged to sick leave not already accumulated.

In order for sick leave to be approved, the employee must call his or her supervisor within one-hour of the time to begin work. If the supervisor is unavailable, the employee must leave word with a designated individual that he or she is too sick to come to work or has a contagious condition that would make his or her presence at the worksite dangerous for other employees. In cases where it is impossible to call (e.g., in hospital, unconscious, or other legitimate reasons) the supervisor shall withhold approval of sick leave until the employee can explain why he/she did not call within the one-hour. The supervisor will then make a determination as to the allowability of sick leave use.

- E. Sick Leave Verification - The City may, in its discretion, require a doctor's certificate and/or a personal sworn affidavit stating that the employee is unable to perform the essential functions of his or her job in order to determine eligibility for sick leave. If an employee is to be required to furnish a doctor's certificate, the employee shall be notified by his or her supervisor that a doctor's certificate shall be required when the employee notifies the City that he or she will be absent by reason of illness or disability.

Sick leave verification may be requested at any time it appears there is a pattern or practice of sick leave use that could be related to abuse, regardless of whether or not the individual has a sick leave balance on the books. Exhaustion of sick leave balances does not automatically trigger the verification requirement. When verification is required, the employee must show immediate improvement. Sick leave will then be monitored for a period of six-months. If at any time during that period there is any abuse of sick leave, the employee will be subject to disciplinary action up to and including termination.

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F. Sick Leave Reimbursement

1. Employees using thirty-two hours (32) of sick leave, or less, during the fiscal year, shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to pay.
2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

| <b>REMAINING YEARLY SICK LEAVE</b> | <b>PAY OPTION (25%)</b> |
|------------------------------------|-------------------------|
| 96 hrs                             | 24 hrs                  |
| 88 hrs                             | 22 hrs                  |
| 80 hrs                             | 20 hrs                  |
| 72 hrs                             | 18 hrs                  |
| 64 hrs                             | 16 hrs                  |
| 56 hrs or less                     | 0                       |

3. If the pay option is selected, the paid sick leave hours shall be subtracted from the employee's accumulated yearly sick leave balance. The remaining sick leave hours shall be carried over and accumulated. (Example: Employee uses 32 hours of sick leave. He or she then elects to receive pay for 25% of the remaining hours as payment, or 16 hours. The 16 hours are subtracted from his or her remaining yearly sick leave and the other 48 hours are added to the employee's accumulated sick leave balance.)
4. Payment will be made during the month of July of each year. Pay will be computed based on the employee's salary step on June 15.
5. Payment will be made only to employees on the payroll twelve (12) consecutive months prior to the payoff calculation. Permanent employees who retire during the fiscal year will be compensated under this plan based upon their formal retirement date. Prorated payments will not be made to an employee who terminates during the fiscal year. However, in the event of the death of an individual while employed by the City, 100% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary as prescribed by law.

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**ARTICLE 3.04      BEREAVEMENT LEAVE**

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When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member as defined by the IRS, or any other person living in the same household as the employee or an immediate family member of the employee's spouse; and after such employee makes written request and receives written approval from their Appointing Authority, such employee may be allowed to use their accumulated sick leave, vacation, compensatory time or floating holiday time for up to five (5) calendar days, plus three (3) travel days.

## **ARTICLE 3.05      HOLIDAYS**

- I.      Hard or Fixed Holidays for employees who work the traditional Monday through Friday work week will be celebrated on the day that City offices are closed. For the term of this agreement, the Holiday schedule is as follows:

### **HARD HOLIDAYS DATES CITY OFFICES ARE CLOSED**

|   | <b>FY 05/06</b>         | <b>FY 06/07</b>         | <b>FY 07/08</b>         | <b>FY 08/09</b>         | <b>FY 09/10</b>         |
|---|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>INDEPENDENCE DAY</b>                         | <b>7/4/05    Mon</b>    | <b>7/4/06    Tues</b>   | <b>7/4/07    Wed</b>    | <b>7/4/08    Fri</b>    | <b>7/3/09    Fri</b>    |
| <b>LABOR DAY</b>                                | <b>9/5/05    Mon</b>    | <b>9/4/06    Mon</b>    | <b>9/3/07    Mon</b>    | <b>9/1/08    Mon</b>    | <b>9/7/09    Mon</b>    |
| <b>VETERANS' DAY</b>                            | <b>11/11/05   Fri</b>   | <b>11/10/06   Fri</b>   | <b>11/12/07   Mon</b>   | <b>11/11/08   Tues</b>  | <b>11/11/09   Wed</b>   |
| <b>THANKSGIVING</b>                             | <b>11/24/05   Thurs</b> | <b>11/23/06   Thurs</b> | <b>11/22/07   Thurs</b> | <b>11/27/08   Thurs</b> | <b>11/26/09   Thurs</b> |
| <b>DAY AFTER<br/>THANKSGIVING</b>               | <b>11/25/05   Fri</b>   | <b>11/24/06   Fri</b>   | <b>11/23/07   Fri</b>   | <b>11/28/08   Fri</b>   | <b>11/27/09   Fri</b>   |
| <b>CHRISTMAS</b>                                | <b>12/26/05   Mon</b>   | <b>12/25/06   Mon</b>   | <b>12/25/07   Tues</b>  | <b>12/25/08   Thurs</b> | <b>12/25/09   Fri</b>   |
| <b>NEW YEARS DAY</b>                            | <b>1/2/06    Mon</b>    | <b>1/1/07    Mon</b>    | <b>1/1/08    Tues</b>   | <b>1/1/09    Thurs</b>  | <b>1/1/10    Fri</b>    |
| <b>MARTIN LUTHER<br/>KING, JR.<br/>BIRTHDAY</b> | <b>1/16/06    Mon</b>   | <b>1/15/07    Mon</b>   | <b>1/21/08    Mon</b>   | <b>1/19/09    Mon</b>   | <b>1/18/10    Mon</b>   |
| <b>CESAR CHAVEZ<br/>DAY</b>                     | <b>3/31/06    Fri</b>   | <b>3/30/07    Fri</b>   | <b>3/31/08    Mon</b>   | <b>3/31/09    Tues</b>  | <b>3/31/10    Wed</b>   |
| <b>MEMORIAL DAY</b>                             | <b>5/29/06    Mon</b>   | <b>5/28/07    Mon</b>   | <b>5/26/08    Mon</b>   | <b>5/25/09    Mon</b>   | <b>5/31/10    Mon</b>   |

- II.      Hard Holiday Pay



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- A. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday. Permanent part-time employees shall receive holiday pay at their regular hourly rate in the proportion that such permanent part-time employment bears to full-time employment.
  
  - B.
    - 1. For all employees (except for Library employees and full-time employees who work a 4-10 work schedule) if a hard holiday falls on the employee's first regularly scheduled day off, the holiday will be recognized on the previous day; if it falls on the employee's second regularly scheduled day off, the holiday will be recognized on the following day. If the eligible employee must work on the day to be recognized as a hard holiday, the employee shall be paid overtime compensation in addition to the hard holiday pay.
    - 2. Overtime compensation, in addition to the holiday pay, shall be paid to eligible employees who must work on any hard holiday.
  
  - C. Employees who work a flexible schedule (a 4-10 shift schedule for example) and who cannot observe a normal holiday schedule:
    - 1. If a hard holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours pay.
    - 2. If a hard holiday falls on an employee's regularly scheduled work day and the employee takes that day off, he or she will receive eight (8) hours pay for that day. The employee must use the appropriate number of hours of vacation or holiday time to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that work week, if the normally scheduled shift was greater than eight (8) hours.
    - 3. If an employee works a hard holiday on an eight (8) hour shift, the employee will receive eight (8) hours pay plus time and one-half for each hour worked.
    - 4. If an employee works a hard holiday on a shift in excess of eight (8) hours, the employee will receive eight (8) hours holiday pay plus time and one-half for all hours worked. For example, an employee working a 10-hour shift will receive 8-hours holiday pay plus 10-hours pay at time and one-half.
    - 5. If a represented permanent part-time employee works on a day to be observed as a hard holiday, the employee will receive holiday pay corresponding to the employee's full time equivalent hours plus pay at time and one-half for each hour worked.

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6. If a hard holiday falls on the regularly scheduled day-off of a permanent part-time employee or if a hard holiday falls on a regularly scheduled work day but his or her work site is closed in observance of the holiday, the employee shall receive holiday pay corresponding to the employee's part time equivalent hours.

For payment purposes, if a hard holiday falls on a Saturday or Sunday, the day of observance shall be the actual day of the holiday for employees working a non-Monday-Friday flexible work schedule OR the day when the normal operations of his or her department or division are closed for those employees working a Monday-Friday flexible work schedule.

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**HARD HOLIDAYS  
DATES LIBRARIES ARE CLOSED**

|                               | <b>FY 05/06</b>       | <b>FY 06/07</b>       | <b>FY 07/08</b>       | <b>FY 08/09</b>       | <b>FY 09/10</b>                      |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------------------------------|
| <b>Independence Day</b>       | <b>07/04/05 Mon</b>   | <b>07/04/06 Tues</b>  | <b>07/04/07 Wed</b>   | <b>07/04/08 Fri</b>   | <b>07/03/09 Fri<br/>07/04/09 Sat</b> |
| <b>Labor Day</b>              | <b>09/05/05 Mon</b>   | <b>09/04/06 Mon</b>   | <b>09/03/07 Mon</b>   | <b>09/01/08 Mon</b>   | <b>09/07/09 Mon</b>                  |
| <b>Veterans' Day</b>          | <b>11/11/05 Fri</b>   | <b>11/10/06 Fri</b>   | <b>11/12/07 Mon</b>   | <b>11/11/08 Tues</b>  | <b>11/11/09 Wed</b>                  |
| <b>Thanksgiving</b>           | <b>11/24/05 Thurs</b> | <b>11/23/06 Thurs</b> | <b>11/22/07 Thurs</b> | <b>11/27/08 Thurs</b> | <b>11/26/09 Thurs</b>                |
| <b>Day After Thanksgiving</b> | <b>11/25/05 Fri</b>   | <b>11/24/06 Fri</b>   | <b>11/23/07 Fri</b>   | <b>11/28/08 Fri</b>   | <b>11/27/09 Fri</b>                  |

|  |                                      |                                      |                      |                       |                        |
|--|--------------------------------------|--------------------------------------|----------------------|-----------------------|------------------------|
| <b>Christmas Eve</b>                                       | <b>12/24/05 Sat</b>                  | <b>12/23/06 Sat</b>                  | <b>12/24/07 Mon*</b> | <b>12/24/08 Wed*</b>  | <b>12/24/09 Thurs*</b> |
| <b>Christmas Day</b>                                       | <b>12/25/05 Sun<br/>12/26/05 Mon</b> | <b>12/24/06 Sun<br/>12/25/06 Mon</b> | <b>12/25/07 Tues</b> | <b>12/25/08 Thurs</b> | <b>12/25/09 Fri</b>    |
| <b>New Year's Eve</b>                                      | <b>12/31/05 Sat</b>                  | <b>12/30/06 Sat</b>                  | <b>12/31/07 Mon*</b> | <b>12/31/08 Wed*</b>  | <b>12/31/09 Thurs*</b> |
| <b>New Year's Day</b>                                      | <b>1/1/06 Sun<br/>1/2/06 Mon</b>     | <b>12/31/06 Sun<br/>1/1/07 Mon</b>   | <b>1/1/08 Tues</b>   | <b>1/1/09 Thurs</b>   | <b>1/1/10 Fri</b>      |
| <b>Martin Luther King, Jr. Birthday</b>                    | <b>1/16/06 Mon</b>                   | <b>1/15/07 Mon</b>                   | <b>1/21/08 Mon</b>   | <b>1/19/09 Mon</b>    | <b>1/18/10 Mon</b>     |
| <b>Cesar Chavez Memorial</b>                               | <b>3/31/06 Fri</b>                   | <b>3/30/07 Fri<br/>(3/31/07 Sat)</b> | <b>3/31/08 Mon</b>   | <b>3/31/09 Tues</b>   | <b>3/31/10 Wed</b>     |
| <b>Memorial Day</b>  | <b>5/29/06 Mon</b>                   | <b>5/28/07 Mon</b>                   | <b>5/26/08 Mon</b>   | <b>5/25/09 Mon</b>    | <b>5/31/10 Mon</b>     |
| <b>* The library will close at 3:00 p.m. on these days</b> |                                      |                                      |                      |                       |                        |

- III. Library staff in represented classifications shall receive the same paid holidays that other CVEA represented employees receive (Article 3.05, Section I). If the City desires to have the Library remain open on any days during a holiday weekend, the Library management will make every attempt to use temporary personnel for staffing. For the purposes of this section, the term "holiday weekend" is defined as the Saturday and Sunday following a City recognized hard holiday which falls on a Friday; the Saturday and Sunday proceeding a City recognized hard holiday which falls on a Monday; the Saturday and Sunday following Thanksgiving Day; or any weekend on which a City recognized hard holiday falls. If staff requests and management approves, or management requires any bi-weekly rate (full-or part-time) employees to work during a holiday weekend, the employees shall receive time and one-half pay or compensatory time off.

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#### IV. Floating Holidays

- A. Amount - Effective the first pay period in July of each fiscal year of this MOU, employees shall be credited with eight (8) hours floating holiday time each for Lincoln's Birthday, Washington's Birthday, and Admission Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.
- B. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

#### **ARTICLE 3.06 JURY DUTY**

Permanent and probationary employees who are called to serve on jury duty for any county, state, or federal court within the San Diego area shall be entitled to paid leave under the following circumstances:

- A. They must present to their supervisor the court order to appear for jury duty at least three (3) weeks prior to their date to report.
- B. The employee must submit a daily court authorized, stamped time card accounting for all hours of required service ordered by the court.
- C. If jury service and travel time from court to work is less than five (5) hours (7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification is provided and approved or pre-authorized leave is approved.
- D. Employees who are required to serve jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.
- E. If the employee is not required to report for jury duty on any particular day(s) the employee is then expected to be at work as per his or her normal schedule.
- F. It is the employees' responsibility to inform his or her supervisor on a daily basis if they are required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.

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- G. Absence due to jury duty will be submitted on the City leave form.
  - H. Employees whose work week is other than Monday through Friday (8:00 a.m. to 5:00 p.m.) may have their jury duty work day adjustments made by their supervisor.

### **ARTICLE 3.07 COURT LEAVE**

Court leave is paid leave granted by the City to enable an employee to fulfill his or her duty as a citizen to serve as a witness in a court action to which the employee is not a party, before a federal or superior court located within San Diego County.

Court leave shall be limited to:

- A. Required attendance before a federal or superior court located within San Diego County.
- B. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
- C. Court leave shall not be granted when the employee is paid an expert witness fee.
- D. Court leave will only be granted to employees who are not litigants in the civil case nor related to litigants in the civil case or defendants in a criminal case.
- E. Employees shall provide their supervisor with a copy of the legal subpoena and provide other documentary evidence of service.
- F. When employees are subpoenaed in the line of duty, and are required to report to court while off duty, they shall be guaranteed a minimum of two (2) hours over-time pay for each separate court appearance, including travel time.

### **ARTICLE 3.08 SHIFT EXCHANGE**

The City agrees to allow the practice of shift exchanges for public safety dispatchers, subject to the provisions of the Fair Labor Standards Act. Exchanged hours will not result in any additional compensation.

Subject to the Appointing Authority's approval, employees shall have the right to voluntarily exchange shifts or parts of shifts when the change does not interfere with the operation of the department.

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"Paybacks" of shift trades are the obligation of the employees involved in the trade. Paybacks should be completed within one calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.

A record of all shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department.

Shift exchanges will not be allowed if, by working a shift exchange, an employee would not have an eight (8) hour safety rest period between the exchange shift and the employee's next regularly scheduled shift.

### **ARTICLE 3.09      JOB SHARING**

The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified in writing by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

### **ARTICLE 3.10      WORK FURLOUGH**

The work furlough period is forty (40) hours per fiscal year. The first thirty-two (32) hours of the work furlough period will occur between the hard holidays of December 25 and January 1 each year. The remaining eight (8) furlough hours will remain in the furlough leave balance account. In classifications where staffing of positions will be necessary during the furlough period, those employees required to work will retain the number of furlough hours actually worked up to forty (40) hours. These hours must be used during the fiscal year.

Commencing July 21, 1995 through FY 2011, employees' biweekly pay shall be reduced by an amount reflecting the forty (40) hour work furlough.

The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

- I. Overtime during furlough period – Employees on furlough time who are subsequently called in to work will be paid Callback pay – Article 2.04 – in accordance with the provisions of the CVEA MOU Article 2.02 Overtime.
- II. Furlough leave hours must be used in the fiscal year in which they are credited, except for the provision in III below.

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- III. Employees, who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for carryover, employees must demonstrate in writing that they requested time off during the fiscal year and that their requests were denied by the Appointing Authority.
  - IV. Furlough hours will be prorated for new hires, terminating employees and employees who have an established schedule of ¾ time or less.
  - V. The City will make every effort to notify employees of furlough scheduling by **September 1<sup>st</sup>** of each year. In cases where decisions relating to which employee within a particular classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
  - VI. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the option of having the appropriate number of hours of furlough leave credited to their furlough leave bank or receiving overtime compensation for actual hours worked.
  - VII. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough hours during the furlough period. If there are not sufficient furlough hours in the aforementioned categories, the time will be recorded as Leave without Pay.

### **ARTICLE 3.11      LEAVES OF ABSENCE                              MILITARY LEAVE**

For purpose of this MOU, the Civil Service Rules regarding Military Leave and Leaves of Absence are incorporated by reference as though set out in full in this article.

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## **SECTION IV            WORKING CONDITIONS**

### **ARTICLE 4.01        PROHIBITED PRACTICES**

- I.        CVEA pledges it shall not cause, condone or counsel its unit members or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.
- II.       Should any unit employees during the term of this Memorandum of Understanding breach the obligations of Paragraph I, the City Manager or his or her designee shall immediately notify CVEA that an alleged prohibited action is in progress.
- III.      CVEA shall as soon as possible, and in any event, within eight working hours disavow any strike or other alleged prohibited action, shall advise its members orally and in writing to immediately return to work and/or cease the prohibited activity and provide the City Manager with a copy of its advisement or, alternatively, accept the responsibility for the strike or other prohibited activity.
- IV.      If CVEA disavows the prohibited activity and takes all positive actions set forth in this MOU in good faith, the City shall not hold CVEA financially or otherwise responsible. The City may impose such penalties or sanctions as the City may appropriately assess against the participants.
- V.       Should CVEA during the term of this Memorandum of Understanding breach its obligations or any of them under this section, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- VI.      There shall be no lockout by the City during the term of this Memorandum of Understanding.

### **ARTICLE 4.02        CAREER ADVANCEMENT**

The City may designate entry-level groups of classifications which will be considered as career advancement classifications. Employees may be hired for a vacancy in the higher classification at the lower level classification, and not be required to undergo a promotional exam to advance to the higher position. The employee initially hired may qualify for certification to the higher position upon (1) successful performance for a minimum of one year in the lower position, (2) a positive recommendation by the Appointing Authority and (3) approval by the City Manager upon recommendation of the Human Resources Director. Upon advancement to the higher classification, the employee shall be compensated at the pay rate closest to, but not less than, he/she was compensated at in the lower class. The Human Resources Director shall advise the CVEA representative on the status and usage of this Article upon request.



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#### **ARTICLE 4.03      CLASSIFICATION STUDIES**

The Human Resources Department conducts on-going classification and compensation studies pursuant to the provisions of the Civil Service rules. In the event CVEA wishes to request a classification or compensation study for an individual or a classification, it may do so by providing a written request to the Director of Human Resources. Written requests must provide significant justification to support the request for the study.

#### **ARTICLE 4.04      DRIVING ELIGIBILITY**

Whenever an employee drives a vehicle for City business he or she shall have a valid California drivers license. In order to ascertain the validity of the employee's license, employees must present their drivers license to their supervisor upon request. The City reserves the right to check at any time with the Department of Motor Vehicles to determine if an employee's license is valid. If an employee's drivers license is revoked, suspended or otherwise made invalid, the employee must inform his or her supervisor. Failure to notify the supervisor may result in immediate disciplinary action.

An employee who does not possess a valid California drivers license will be considered for a non-driving position if one is available in the employee's classification. The non-driving assignment will continue for a maximum of six-months if there is a reasonable expectation the employee will have a valid California drivers license at the expiration of that time. Extensions to the six-month limit will be considered on a case-by-case basis, however, in no case shall an employee receive more than one non-driving assignment in any three-year period. When no non-driving assignment is available, employees must request a leave of absence without pay for six-months or until such time as their license is once again valid, whichever is shorter.

In order to assure that non-driving assignments are provided on a fair and equitable basis, the following procedures shall be observed:

- A. Each department will determine whether it has any non-driving assignments that can be filled by employees who would otherwise have driving assignments.
- B. Non-driving assignments will be given on a first come, first served basis. For example, if two employees in a department have non-valid drivers licenses and there is only one non-driving assignment, the first employee who comes forward will be given the non-driving assignment. The other employee may apply for a leave of absence as described above.

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#### **ARTICLE 4.05      FITNESS FOR DUTY**

The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this MOU, the City with reasonable cause, may require medical and psychological assessments of employees, provided the City pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. It is understood that the assessment regimen performed by said professionals shall be reasonably related to with the requirements and duties of the job.

Any treatment or remedial action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program (EAP) for City employees.

#### **ARTICLE 4.06      SUBSTANCE ABUSE POLICY**

Employees represented by CVEA are subject to the City's Substance Abuse Policy.

#### **ARTICLE 4.07      MODIFIED DUTY**

When an employee is injured on the job and, according to their physician, is able to return to "light duty," the City will make every effort to place the employee in a modified duty assignment as closely approximating as possible the type of work the employee normally does, until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the department that is consistent with the physical restrictions. Notwithstanding the above, the acceptance of a modified duty assignment, if available, will be mandatory.

#### **ARTICLE 4.08      DIRECT DEPOSIT**

All represented employees are encouraged to provide authorization to the City's Director of Finance to electronically deposit their paychecks to a financial institution of their choice. For new employees, mandatory direct deposit is a condition of employment.

#### **ARTICLE 4.09      GRIEVANCE PROCEDURE**

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

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Section 1. PURPOSE. The purposes and objectives of the grievance procedure are to:

- (1) Resolve disputes arising from the interpretation, application, or enforcement of specific terms of this agreement.
- (2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. DEFINITIONS. For the purpose of this grievance procedure the following definitions shall apply:

- (1) Manager: The City Manager or his or her authorized representative.
- (2) Day: A calendar day, excluding Saturdays, Sundays, and hard holidays as described by this agreement.
- (3) Appointing Authority: The chief executive officer of a department.
- (4) Director of Human Resources: The Director of Human Resources or his or her authorized representative.
- (5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.
- (6) Employee representative: An individual who speaks on behalf of the employee.
- (7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this agreement.
- (8) Immediate Supervisor: The individual who assigns, reviews, or directs the work of an employee.
- (9) Superior: The individual to whom an immediate supervisor reports.

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Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

- (1) To be reviewable under this procedure a grievance must:
  - (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this agreement; and
  - (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.
- (2) A grievance is not reviewable under this procedure if it is a matter which:
  - (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this agreement.
  - (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
    - 1. Applications for changes in title, job classification, or salary.
    - 2. Appeals from formal disciplinary proceeding.
    - 3. Appeals arising out of Civil Service examinations.
    - 4. Appeals from work performance evaluations.
    - 5. Appeals that have Affirmative Action or civil rights remedy.
  - (c) General complaints not directly related to specific clauses of this agreement.
  - (d) Would require the modification of a policy established by the City Council or by law.
  - (e) Relates to any City group insurance or retirement programs.

Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

- (1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his or her or their consent.
- (2) Procedure for Presentation. In presenting his or her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.

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- (3) Prompt Presentation. The employee shall discuss his or her grievance with his or her immediate supervisor within ten (10) working days after the act or omission of management causing the grievance, or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.
  - (4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
  - (5) Statement of Grievance. The grievance shall contain a statement of:
    - (a) The specific situation, act or acts complained of as an agreement violation;
    - (b) The inequity or damage suffered by the employee; and
    - (c) The relief sought.
  - (6) Employee Representative. The employee may choose someone to represent him or her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he or she so desires.
  - (7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
  - (8) Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
  - (9) Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
  - (10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
  - (11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his or her grievance without fear of disciplinary action or reprisal by his or her supervisor, superior, or Appointing Authority, provided he or she observes the provisions of this grievance procedure.

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- (12) Back Pay. The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) working days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section 3, then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

- Step 1 Discussion with Supervisor.  
The employee shall discuss his or her grievance with his or her immediate supervisor informally. Within three (3) working days, the supervisor shall give his or her decision to the employee orally.
- Step 2 Written Grievance to Superior.  
If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) working days' limit, the employee may within seven (7) working days present his or her grievance in writing to his or her supervisor who shall endorse his or her comments thereon and present it to his or her superior within seven (7) working days. The superior shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.
- Step 3 Grievance to Appointing Authority.  
If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may within seven (7) working days present his or her grievance in writing to his or her Appointing Authority. The Appointing Authority shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.
- Step 4 Grievance to Director and Manager.  
If the grievance is not settled at the Appointing Authority level, it may be submitted by the Association Representative within twenty (20) working days to the Director of Human Resources, who shall investigate and report his or her findings and recommendations to the City Manager within ten (10) working days. The City Manager shall provide his or her answer within ten (10) additional working days. The times indicated may be extended by mutual agreement. Any employee grievance will be filed with the Association Representative at Step 4.

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Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6. **ADVISORY ARBITRATION.**

Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

- (1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings.

If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- (2) The arbitrator shall hear the case within twenty (20) working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) working days.

The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement. The above time limits of this provision may be extended by mutual agreement.

- (3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.
- (4) The City and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by

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the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.



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## *In Memory Of*

This 5-year Memorandum of Understanding is dedicated to two very remarkable people, Assistant City Manager Cheryl Fruchter and Lead Custodian Mark Allen. Although their respective roles in the City were quite different, the legacy they left behind was close to identical.



We lost Cheryl at the beginning of the negotiations process, when we were first providing essential salary and financial data. Cheryl fought the good fight against cancer, but succumbed on April 26, 2005. Cheryl left us all with a determination to uphold her principles when it came to negotiations, honesty and transparency. Provide everything to the bargaining units and let them make the informed decisions that affect their membership.



Mark was with us throughout the negotiations process until the very end. His passing was sudden and unexpected, which was a tremendous shock to everyone. Mark had been past president of the CVEA and contributed more than words can describe. Mark brought a calm, even-tempered approach to labor relations. He was always working to find a solution that made the most sense to the majority of the people. Mark's patient and consistent style made it easy for everyone to be heard and feel valued.

On behalf of the labor and management teams, we are happy with the outcome of several long and emotional months of negotiations and we think we have provided a contract that will keep our CVEA employees competitive in the market by affording equitable wages and benefits for them and their families.

Cheryl and Mark will be missed greatly, and their legacy will continue in the fair and equitable implementation of this Memorandum of Understanding.

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Negotiating Team Members

CITY OF CHULA VISTA:

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Marcia Raskin, Co-Chief Negotiator  
City of Chula Vista

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Iracsema Quilantan, Co-Chief Negotiator  
City of Chula Vista

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Cheryl Fruchter  
Cheryl Fruchter, Co-Chief Negotiator

CHULA VISTA EMPLOYEES  
ASSOCIATION:

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Terry Strauwald, CVEA President  
Chief Negotiator

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John Hale, CVEA Vice-President

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Mark Allen  
Mark Allen, CVEA Past President

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Rodrigo Viesca, Steward

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Sergei Senoff, Steward

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Mary Grillo, Executive Director  
SEIU – Local 2028

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Ken Capehart, Sr. Worksite Organizer  
SEIU – Local 2028

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Negotiating Team Members

**CLASSIFICATIONS**

Accounting Assistant  
Accounting Technician  
Administrative Aide  
Administrative Analyst I  
Administrative Analyst II  
Administrative Secretary  
Administrative Technician  
Animal Care Assistant  
Animal Control Officer  
Animal Services Specialist  
Aquarist  
Aquatic Supervisor I  
Aquatic Supervisor II  
Aquatic Supervisor III  
Assistant Planner  
Associate Planner  
Building Inspector I  
Building Inspector II  
Building Inspector III  
Building Project Coordinator  
Business License Rep  
Carpenter  
Civilian Background Investigator  
Code Enforcement Officer I  
Code Enforcement Officer II  
Code Enforcement Technician  
Community Development Specialist I  
Community Development Specialist II  
Community Service Officer  
Computer Prog/Analyst  
Computer Programmer  
Custodian  
Delivery Driver  
Development Services Technician  
Educational Services Supervisor  
Electrician  
Electronic/Equip Installer  
Electronics Technician

Electronics Technician Supervisor  
Engineering Technician I  
Engineering Technician II  
Environmental Health Specialist  
Equipment Mechanic  
Equipment Operator  
Evidence Control Assistant  
Facility & Supply Specialist  
Family and Youth Literacy Coordinator  
Field Maintenance Specialist  
Fire Apparatus Mechanic  
Fire Dispatcher  
Fire Dispatcher Supervisor  
Fiscal Office Specialist  
Forensics Specialist  
Gardener I  
Gardener II  
Geographic Information Systems Specialist  
Graphic Designer  
Housing Rehab Specialist  
Human Services Coordinator  
HVAC Technician  
Information System Technician  
Landscape Inspector  
Landscape Planner I  
Landscape Planner II  
Latent Print Examiner  
Lead Custodian  
Librarian I  
Librarian II  
Librarian III  
Library Assistant  
Library Associate  
Library Technician  
Locksmith  
Maintenance Worker I  
Maintenance Worker II  
Mechanic Assistant  
Nature Center Grounds Maintenance Worker  
Nature Center Maintenance Specialist  
Nature Center Specialist  
Office Specialist

Open Space Inspector  
Painter  
Park Ranger Supervisor  
Parking Control Officer  
Parking Enforcement Officer  
Parking Meter Technician  
Parks Supervisor  
Planning Technician  
Plans Examiner  
Plumber  
Police Community Relations Specialist  
Police Data Specialist  
Police Dispatcher  
Police Dispatcher Supervisor  
Police Dispatcher Trainee  
Police Records & Support Supervisor  
Police Records Specialist  
Police Records Transcription  
Police Recruit  
Police Services Officer  
Police Services Technician  
Police Technology Specialist  
Procurement Specialist  
Public Education Specialist  
Public Safety Analyst  
Public Works Inspector I  
Public Works Inspector II  
Public Works Specialist  
Public Works Supervisor  
Pump Maintenance Supervisor  
Pump Maintenance Technician  
Range Master  
Records Technician  
Recreation Supervisor I  
Recreation Supervisor II  
Recreation Supervisor III  
Recycling Specialist I  
Recycling Specialist II  
Registered Veterinary Technician  
Secretary  
Senior Accounting Assistant

Senior Administration Secretary  
Senior Animal Care Assistant  
Senior Animal Control Officer  
Senior Building Inspector  
Senior Business License Representative  
Senior Code Enforcement Officer  
Senior Custodian  
Senior Development Services Technician  
Senior Electrician  
Senior Engineering Technician  
Senior Equipment Mechanic  
Senior Evidence Control Assistant  
Senior Fire Inspector  
Senior Fiscal Office Specialist  
Senior Gardener  
Senior HVAC Technician  
Senior Landscape Inspector  
Senior Maintenance Worker  
Senior Office Specialist  
Senior Open Space Inspector  
Senior Park Ranger  
Senior Planning Technician  
Senior Police Data Specialist  
Senior Public Works Inspector  
Senior Public Works Specialist  
Senior Records Technician  
Senior Secretary  
Senior Tree Trimmer  
Signal Systems Engineer I  
Signal Systems Engineer II  
Signing and Striping Supervisor  
Site Coordinator Supervisor  
Storekeeper  
Storekeeper Supervisor  
Stormwater Compliance Inspector I  
Stormwater Compliance Inspector II  
Survey Technician I  
Survey Technician II  
Telecommunications Specialist  
Traffic Devices Technician  
Traffic Devices Technician Supervisor  
Training Programs Specialist

Tree Trimmer  
Tree Trimmer Supervisor  
Volunteer Coordinator (Dept)  
Webmaster  
Youth Coordinator

**CLASSIFICATIONS**

Animal Care Assistant  
Animal Control Officer  
Animal Services Specialist  
Carpenter  
Custodian  
Electrician  
Electronics/Equipment Installer  
Electronics Technician  
Electronics Technician Supervisor  
Equipment Mechanic  
Equipment Operator  
Facility & Supply Specialist  
Fire Apparatus Mechanic  
Fiscal Office Specialist (Garage)  
Gardener I  
Gardener II  
HVAC Technician  
Lead Custodian  
Locksmith  
Maintenance Worker I  
Maintenance Worker II  
Mechanic Assistant  
Nature Center Grounds Maintenance Worker  
Nature Center Maintenance Specialist

Painter  
Park Supervisor  
Parking Meter Technician  
Plumber  
Public Works Supervisor  
Pump Maintenance Supervisor  
Pump Maintenance Technician  
Registered Veterinary Technician  
Senior Animal Control Officer  
Senior Custodian  
Senior Electrician  
Senior Electronics Technician  
Senior Equipment Mechanic  
Senior Gardener  
Senior HVAC Technician  
Senior Maintenance Worker  
Senior Tree Trimmer  
Signing & Striping Supervisor  
Storekeeper  
Supervising Pump Maintenance Mechanic  
Traffic Devices Technician  
Traffic Devices Technician Supervisor  
Traffic Painter  
Tree Trimmer



**CLASSIFICATIONS**

Aquatic Supervisor I  
Aquatic Supervisor II  
Aquatic Supervisor III  
Community Service Officer  
Fire Dispatch Supervisor  
Fire Dispatcher  
Fire Inspector I  
Fire Inspector II  
Park Ranger Supervisor  
Parking Enforcement Officer  
Police Dispatcher  
Police Dispatch Supervisor  
Police Dispatcher Trainee  
Police Recruit  
Police Services Officer  
Senior Fire Inspector  
Senior Lifeguard  
Senior Park Ranger